

**UNITED STATES BANKRUPTCY COURT
California Northern Bankruptcy Court**

In Re: Jose Luis Avalos–Montes Debtor(s) Jose L. Avalos Plaintiff(s) vs. Department Stores National Bank Defendant(s) (See attachment for additional defendant(s))	Bankruptcy Case No.: 20–41466 Chapter: 7 Adversary Proceeding No. 21–04022
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**SUMMONS AND NOTICE OF SCHEDULING CONFERENCE
IN AN ADVERSARY PROCEEDING**

YOU ARE SUMMONED and required to file a motion or answer to the complaint which is attached to this summons to the clerk of the bankruptcy court within 30 days after the date of issuance of this summons, except that the United States and its offices and agencies shall file a motion or answer to the complaint within 35 days.

Mailing Address:
 U.S. Bankruptcy Court
 1300 Clay Street, Suite 300
 Oakland, CA 94612

At the same time, you must also serve a copy of the motion or answer upon the plaintiff's attorney.

Andrew Christensen
 Andrew J. Christensen, Attorney at Law
 1970 Broadway #550
 Oakland, CA 94612

If you make a motion, your time to answer is governed by Bankruptcy Rule 7012.

YOU ARE NOTIFIED that a scheduling conference in the adversary proceeding commenced by filing of the complaint will be held at the following time and place.

DATE: June 23, 2021	TIME: 10:30 AM
LOCATION: Via Tele/Videoconference, www.canb.uscourts.gov/calendars	

IF YOU FAIL TO RESPOND TO THIS SUMMONS, YOUR FAILURE WILL BE DEEMED TO BE CONSENT TO ENTRY OF A JUDGMENT BY THE BANKRUPTCY COURT AND JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT. PLAINTIFF SHALL PROMPTLY SERVE A COPY OF THE BANKRUPTCY DISPUTE RESOLUTION PROGRAM INFORMATION SHEET ON ALL PARTIES. A COPY OF THE INFORMATION SHEET IS AVAILABLE ON THE COURT'S WEBSITE AT WWW.CANB.USCOURTS.GOV AND THE CLERK'S OFFICE.



For the Court:

Edward J. Emmons
 Clerk of Court
 United States Bankruptcy Court

Dated: 4/20/21

Diyana Staples
 Deputy Clerk

CERTIFICATE OF SERVICE

I, Leanne Rodriguez (name), certify that service of this summons and

copy of the complaint was made April 20, 2021 (date) by:

*along with a copy of the Order Re: Initial Disclosures and Discovery Conference, Notice and copy of the
Bankruptcy Dispute Resolution Program Information Sheet

☐ Mail Service: Regular, first class United States mail, postage fully pre-paid, addressed to:

☐ Personal Service: By leaving the process with defendant or with an officer or agent of defendant at:

☐ Residence Service: By leaving the process with the following adult as:

☒ Certified Mail Service on an Insured Depository Institution: By sending the process by certified mail
addresses to the following officer of the defendant at:

Department Stores National Bank, Attn: Managing Officer, 5800 South Corporate Place, Sioux Falls, SD 57104

Citibank N.A., Attn: Managing Officer, 5800 S Corporate Place, Sioux Falls, SD 57108

FDS Bank, Attn: Managing Officer, 9111 Duke Boulevard, Suite 100, Mason, OH 45040

☐ Publication: The defendant was served as follows: [Describe briefly]

☐ State Law: The defendant was served pursuant to the laws of State of _____,
as follows: [Describe briefly]

If service was made by personal service, by residence service, or pursuant to state law, I further certify that I am, and
at all times during the service of process was, not less than 18 years of age and not a party to the matter concerning
which service of process was made.

Under penalty of perjury, I declare that the foregoing is true and correct.

Date April 20, 2021

Signature /s/ Leanne Rodriguez

Print Name: Leanne Rodriguez

Business Address: 1970 Broadway, Suite 550
Oakland, CA 94612

ADDITIONAL PLAINTIFFS/DEFENDANTS/ALIASES NOT LISTED ON THE FIRST PAGE

Citibank N.A., Defendant

FDS Bank, Defendant

DOES 1–10, Defendant

**UNITED STATES BANKRUPTCY COURT
California Northern Bankruptcy Court**

In Re:
Jose Luis Avalos-Montes
Debtor(s)

Case No.: 20-41466 Chapter: 7

Jose L. Avalos
Plaintiff(s)
vs.

Adversary Proceeding No. 21-04022

Department Stores National Bank et al.
Defendant(s)

ORDER RE INITIAL DISCLOSURES AND DISCOVERY CONFERENCE

The purpose of this order is: (1) to notify the parties of their obligation under Fed. R. Civ. P. 26, as incorporated by Fed. R. Bankr. P. 7026, to make Initial Disclosures and meet for a Discovery Conference; and (2) to modify those Rule 26 requirements in certain respects. As such, this order has no effect in any proceeding exempted under Rule 26(a)(1)(E) and (f) from the Initial Disclosure and Discovery Conference requirements.

- 1. The Discovery Conference.** At least 21 calendar days before the scheduling conference set in the summons, the parties shall confer (in person or by telephone) at a "Discovery Conference." Plaintiff shall initiate contact regarding arrangement of the Discovery Conference. Defendant shall cooperate in fixing the time and place of the Discovery Conference. Except to the extent the parties stipulate otherwise, no party shall initiate or conduct any formal discovery prior to the Discovery Conference. The parties may conduct informal discovery.
- 2. Settlement.** At the Discovery Conference, the parties shall consider the nature and basis of their claims and defenses and the possibility of an early settlement. The parties shall also discuss ADR options, as required by B.L.R. 9040-3.
- 3. Initial Disclosures.** At the Discovery Conference, the parties shall arrange to make the "Initial Disclosures" required by Rule 26(a), without necessity of a formal discovery request. The Disclosures shall be made at or within 14 calendar days after the Discovery Conference. All disclosures shall be in writing, signed by the party or his or her attorney, and served on all other parties.
- 4. Discovery Plan.** At the Discovery Conference, the parties shall develop a written Discovery Plan signed by all parties or their counsel, that reflects the parties' views and proposals concerning: (i) what changes, if any, should be made in the timing, form, or requirements of the Initial Disclosures; (ii) the timing, subject matter, and limitations, if any, of discovery to be conducted after the initial disclosures; and (iii) the subject of any orders that the court should enter under Fed.R.Bankr.P. 7016(b) and (c) and 7026(a)(1)unless:

- (a) the proceeding is exempt under Rule 26(f);
- (b) the proceeding seeks to recover money or property, or except a debt from discharge pursuant to 11 U.S.C. §523(a), of no more than \$15,000, excluding interest, attorneys, fees, and costs; or
- (c) the parties stipulate to the contrary in a writing filed with the court.

The Discovery Plan shall be filed within 14 calendar days after the Discovery Conference.

- 5. Pretrial Disclosures.** Notwithstanding Rule 26(a)(3), pretrial disclosures shall be made in accordance with further order of the court.
- 6. Service hereof.** The summons, complaint, and this order shall be served by the plaintiff within 7 days of the date of this order. A return or proof of service shall be filed within 5 days after service.

SO ORDERED.

Dated: 4/20/21

For the Court:

Edward J. Emmons
Clerk of Court
United States Bankruptcy Court

I certify that a copy of this Order was returned to the plaintiff at the time the original summons was issued.

Dated: 4/20/21

Diyana Staples

Notice Recipients

District/Off: 0971-4

User: admin

Date Created: 4/20/2021

Case: 21-04022

Form ID: ODSCY

Total: 2

Recipients of Notice of Electronic Filing:

aty Andrew Christensen andrew@californiahomelawyer.com

TOTAL: 1

Recipients submitted to the BNC (Bankruptcy Noticing Center):

pla Jose L. Avalos 400 20th Street, Apt. 12 Richmond, CA 94801

TOTAL: 1

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

NOTICE

PLAINTIFF IS REQUIRED TO SERVE A COPY OF THIS NOTICE TO ALL PARTIES.

**PLAINTIFF IS ALSO REQUIRED TO SERVE A COPY OF THE BANKRUPTCY DISPUTE
RESOLUTION PROGRAM INFORMATION SHEET ON ALL PARTIES.**

The Information Sheet is available at the clerk's office and is posted on the court's website at:
<http://www.canb.uscourts.gov/court-info/bdrp/bankruptcy-dispute-resolution-program-information-sheet>.

1. **DEFAULT** may be entered against defendant upon the plaintiff's request, if plaintiff files a proof of service and defendant fails to file timely an answer or a responsive motion, and appear at the Scheduling Conference. If appropriate, a default hearing may be set at the Scheduling Conference. Relief from default may be granted only on stipulation or after hearing on noticed motion.
2. **MEET AND CONFER** The parties shall meet and confer at least once before the Scheduling Conference to discuss settlement of the Adversary Proceeding. The parties shall be prepared to represent to the Court at the Scheduling Conference that they have complied with this requirement unless good cause exists for their failing to do so. At the Scheduling Conference, the Court may direct the parties to conduct further settlement negotiations prior to setting the Adversary Proceeding for trial.
3. **MOTIONS** The parties shall comply with BLR 9013-1 of the Bankruptcy Local Rules. The notice's hearing date and time shall appear on the cover page of each motion, opposition, reply and all supporting papers in accordance with BLR 1005-1. The parties will also be expected to comply with the policy for chambers copies that is posted on the court's website at:
<http://www.canb.uscourts.gov/ecf/procedures/Chambers-Copies-for-ECF-Filed-Documents>.
4. **ORDERS** after contested hearings or trials will not be considered by the Court unless the non-prevailing party has approved it as to form, or the proposed order is served on the non-prevailing party, a proof of service is filed with the Clerk, and the proposed order has been lodged for seven (7) calendar days. See BLR 9021-1. This does not apply to stipulations or defaults.
5. **CALENDAR** Matters may be set for hearing using the court's open calendaring system. Inquiries concerning calendaring matters not authorized for open calendaring may be directed to the Courtroom Deputy for the assigned Judge:

Chief Judge Charles Novack	Ruby Bautista	(510) 879-3529	ruby_bautista@canb.uscourts.gov
Judge Hannah L. Blumenstiel	Benjamin Gapuz	(415) 268-2362	benjamin_gapuz@canb.uscourts.gov
Judge Roger Efremsky	Monica Burley	(510) 879-3541	monica_burley@canb.uscourts.gov
Judge M. Elaine Hammond	Anna Rosales	(408) 278-7581	anna_rosales@canb.uscourts.gov
Judge Stephen L Johnson	Anna Lee	(408) 278-7515	anna_e_lee@canb.uscourts.gov
Judge William J. Lafferty	Cindy Fan	(510) 879-3533	cindy_fan@canb.uscourts.gov
Judge Dennis Montali	Lorena Parada	(415) 268-2323	lorena_parada@canb.uscourts.gov

rev. 1/1/2019

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pla Jose L. Avalos 400 20th Street, Apt. 12 Richmond, CA 94801

TOTAL: 1

[Bankruptcy Dispute Resolution Program Information Sheet](#)

Bankruptcy Dispute Resolution Program Information Sheet

Important, please note: This Information Sheet should be used in complying with the requirements of Bankruptcy Local Rule ([B.L.R. 9040-3](#)) to discuss and consider alternative dispute resolution options with clients. A copy of this Information Sheet may be printed or downloaded using the links appearing at the end of this page.

The United States Bankruptcy Court for the Northern District of California (the “Court”) has established an alternative dispute resolution program known as the Bankruptcy Dispute Resolution Program (“BDRP” or “Program”).

This BDRP Information Sheet is provided to you because you are, or may be, a debtor or creditor in a bankruptcy case, a party to an adversary proceeding, or counsel to a party involved in a bankruptcy case or an adversary proceeding, and may find the BDRP useful.

Pursuant to [B.L.R. 9040-3](#) in an adversary proceeding, or whenever ordered by the Court in other matters, counsel and client shall sign, serve and timely file a completed [ADR Certification](#) certifying that both have:

- 1)** Read this Information Sheet, and
- 2)** Discussed and considered whether their case might benefit from any of the available dispute resolution options.

The BDRP offers a means to resolve disputes quickly, at less cost and often without the stress and pressure of litigation. The Program utilizes the services of trained Resolution Advocates (an “RA”) to assist the parties in resolving their dispute. Participation in the BDRP is voluntary, and the parties choose the dispute resolution format that best suits their needs. Common dispute resolution formats include mediation, negotiation, early neutral evaluation and settlement facilitation, and are outlined below.

Matters That May Be Referred to the BDRP

Subject to a few exceptions (see, [B.L.R. 9041-1](#)), the BDRP is available to parties, whether or not represented by counsel, in all controversies arising in an adversary proceeding, contested matter or other dispute in a bankruptcy case.

Cost

There is a cost of \$100 per side payable directly to the RA. At the discretion of the RA, the fee may be waived in whole or in part (for example, if a party cannot afford the fee). The RA is expected to devote a reasonable amount of time assisting the parties in attempting to resolve the dispute. Prior to undertaking a BDRP referral, the RA will usually discuss with the parties the amount of time he or she expects to provide. Once that time has expired, however, the parties and the RA may agree for the RA to continue to provide services to the parties on terms, financial or otherwise, acceptable to the RA and the parties.

Procedure for Referring a Matter to the BDRP

The Bankruptcy Local Rules governing the BDRP are located at [B.L.R. 9040 et seq.](#) Copies of the BDRP Rules are available from the Clerk’s Office or the Court website at www.canb.uscourts.gov > Court Info > Bankruptcy Dispute Resolution Program > [Rules and Procedures for BDRP](#).

The Court may, with the agreement of the parties, refer a matter to the BDRP at any time, but

Bankruptcy Dispute Resolution Program Information Sheet

Published on United States Bankruptcy Court (<https://www.canb.uscourts.gov>)

typically such a referral may be made at a Case Management Conference, a Status Conference or at a hearing. Additionally, the parties may, at any time, submit a stipulated order requesting that a matter be referred to the BDRP. The stipulated order shall state that all parties to the dispute agree to the BDRP referral.

The following steps shall be taken whether a matter is referred to the BDRP by the Court or by a request of the parties:

- 1)** The parties to a dispute are to confer and select an RA and an Alternate RA who offer their services in the geographic area desired by the parties (e.g. Oakland, San Francisco, San Jose, Santa Rosa, McKinleyville/Eureka and Salinas/Monterey). A [biographical listing of all RAs](#), and a separate list showing the [availability of each RA by geographic area](#), are available for reference in the Clerk's Office and posted outside each courtroom, or may be obtained from the courtroom deputy or the Court website at www.canb.uscourts.gov > Court Info > Bankruptcy Dispute Resolution Program > Resolution Advocate Biographical Information and > BDRP Advocates Availability By Location. Selection of an RA and Alternate RA shall be made **only** from these lists.
- 2)** Before submitting the order to the court assigning an RA, the parties should first contact the selected RA and Alternate RA to determine their availability to undertake a BDRP referral.
- 3)** After selection of an RA and Alternate RA, the parties must file a completed [Stipulation to Appoint Resolution Advocate](#) and also complete and submit to the Court an [Order Appointing Resolution Advocate](#) for approval. If the submitting party is **not** a CM/ECF electronic filer with this Court, such party shall submit **two paper copies** of the Order to the Court, together with a postage-paid envelope addressed to the submitting party. The Clerk's Office will use the postage-paid envelope to mail the submitting party a copy of the signed Order.
- 4)** Upon receipt of the signed Order referring the matter to BDRP, the submitting party **shall** immediately serve a copy of the Order on the RA, the Alternate RA and all parties to the dispute.

Upon receiving a copy of the signed Order, the appointed RA will contact the parties. The RA, in conjunction with the parties, will determine a time, place and format for a BDRP conference. Possible formats include:

Facilitation - A collaborative process in which the RA functions as a neutral providing information about the process. The RA does not make substantive contributions regarding the merits of the dispute or possible settlements. As a facilitator, the RA helps the parties define the issues and thereby increase the likelihood that the **parties** will reach a consensus.

Mediation - A flexible non-binding, confidential process in which the RA functions as a neutral mediator to facilitate negotiations among the parties to help them reach a settlement. The mediator's goals include improving communication across party lines, helping parties articulate their interests and understand those of their opponent, probing the strengths and weaknesses of each party's legal positions, helping identify areas of agreement and generating options for a mutually agreeable resolution to the dispute. The mediator generally does not give an overall evaluation of the case. A hallmark of mediation is its capacity to expand traditional settlement discussion and broaden resolution options often by going beyond the legal issues in the controversy.

Early Neutral Evaluation - The parties and their counsel, in a confidential session, present summaries of their dispute to and receive a non-binding assessment from the RA as an experienced neutral professional with subject-matter expertise. As an evaluator the RA also helps identify areas of agreement, provides case-planning guidance and, if requested by the parties, settlement assistance.

The formats described here are **non-binding, voluntary, and confidential**. Other formats, with the exception of arbitration, may be used by agreement and at the discretion of the parties and the RA.

All rules, instructions, certifications, forms, lists, orders and other documents and information

Bankruptcy Dispute Resolution Program Information Sheet


Published on United States Bankruptcy Court (<https://www.canb.uscourts.gov>)

necessary to comply with the BDRP requirements are available on the Court website at www.canb.uscourts.gov > Court Info > [Bankruptcy Dispute Resolution Program](#).

If you have questions, please contact BDRP Staff Administrator, Ron Mastroianni at (415) 268-2341 or ron_mastroianni@canb.uscourts.gov.

Source URL (modified on 02/06/2020 - 5:39pm): <https://www.canb.uscourts.gov/court-info/bdrp/bankruptcy-dispute-resolution-program-information-sheet>

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS	DEFENDANTS	
ATTORNEYS (Firm Name, Address, and Telephone No.)	ATTORNEYS (If Known)	
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et. seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$	
Other Relief Sought		

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR		BANKRUPTCY CASE NO.
DISTRICT IN WHICH CASE IS PENDING	DIVISION OFFICE	NAME OF JUDGE
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
		
DATE	PRINT NAME OF ATTORNEY (OR PLAINTIFF)	

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

Andrew J. Christensen (SBN: 260748)
Attorney at Law
1970 Broadway, Suite 550
Oakland, CA 94612
Tel: (510) 761-7183
Fax: (510) 680-3430
Andrew@CaliforniaHomeLawyer.com

Attorney for Plaintiff
Jose L. Avalos

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA**

In the Matter of:

Jose L. Avalos

Debtor

Bankruptcy Case No. 20-41466 WJL
Chapter 7

Jose L. Avalos

Plaintiff Debtor

v.

Department Stores National Bank; Citibank
N.A.; FDS Bank; and Does 1-10.

Defendant Creditor.

Adversary Case No:

**Complaint for Avoidance of Preference
Payments**

Plaintiff Debtor Jose L. Avalos seeks an order from the Court directing Defendant Creditors Department Stores National Bank; Citibank N.A.; FDS Bank to refund Plaintiff the amount of \$1,343.92 improperly received by Defendants as these payments were paid within 90 days prior to the filing by Plaintiff of his petition for relief under Chapter 7 of the Bankruptcy Code.

Complaint for Avoidance of Preference Payments in Core Adversary Proceeding

1. This is an action for return of preference payments pursuant to 11 U.S.C § 522(h).
2. Plaintiff complains against Defendant for refusing to refund transfers totaling \$1,343.92 paid to them within 90 days prior to the filing by Plaintiff of his petition for relief under Chapter 7 of the Bankruptcy Code.

1 3. Plaintiff moves this Court for an order for Defendants to refund to Plaintiff no less
2 than \$1,343.92 and awarding Plaintiff attorney fees and costs for this proceeding.

3
4 **JURISDICTION AND VENUE**

5 4. This Court has jurisdiction pursuant to 28 U.S.C. §1334. The proceeding arises in and
6 is related to the above-captioned Chapter 7 case, case no. 20-41466 WJL under Title 11 and
7 concerns property of the Debtor in that case. This Court has both personal and subject matter
8 jurisdiction to hear this case pursuant to 28 U.S.C. §1334, and 28 U.S.C. §157(b)(2).

9 5. This matter is primarily a core proceeding and therefore the Bankruptcy Court has
10 jurisdiction to enter a final order. However, in the event this case is determined to be a non-
11 core proceeding, Plaintiff consents to the entry of final order by the Bankruptcy Judge.

12 6. Venue lies in this District pursuant to 28 U.S.C. §1391(b).

13
14 **THE PARTIES**

15 7. Plaintiff is the Debtor under Chapter 7 of Title 11 of the United States Code, in the
16 case numbered 20-41466 WJL.

17 8. Defendant Department Stores National Bank is a corporation, which conducts business
18 in California.

19 9. Citibank N.A. is a corporation, which conducts business in California.

20 10. FDS Bank is a corporation, which conducts business in California.

21
22 **FACTUAL ALLEGATIONS**

23 11. This bankruptcy case was filed on September 5, 2020.

24 12. In July 2020, Plaintiff had a Macy's Star Rewards credit card with a balance owed of
25 about \$1,384.55. The last four digits of the account number were 1768.

26 13. Plaintiff alleges on information and belief from letters received from Defendants that
27 the credit card was issued by Department Stores National Bank, in conjunction with FDS
28 Bank, and the debt is serviced by Citibank N.A. All actions taken by each of these three

1 entities were all taken in the name of Macy's when contacting Plaintiff about this Macy's
2 credit card at issue in this action.

3 14. Plaintiff is uncertain at this time which of the three Defendants contacted him by
4 phone and letter making collection demands as set forth below. These facts are in possession
5 of Defendants and will be obtained in discovery.

6 15. Defendants constantly called Plaintiff for collection of the debt. They were calling
7 almost every day, sometimes starting at 8:00 a.m. and sometimes as late as 9:00 p.m. The
8 callers spoke Spanish and demanded immediate payment and told Plaintiff and his wife that
9 interest was accruing and that if they did not pay, it would go up so much that they would
10 never be able to pay it. Plaintiff thought that that meant that if he did not pay right then that he
11 would not be able to feed his children. Plaintiff told Defendant's agents on the phone that he
12 needed the money for food for his children and rent, but they responded that that was not their
13 problem. Defendant also sent letters and emails demanding payment. Plaintiff was made to
14 understand that there was legally no other way out of the problem, and that there would be
15 serious consequences if he did not pay.

16 16. The money he paid was mostly his EDD money, which he needs to survive now
17 because he and his wife are not working and the dates that they expected to return to work
18 have been moved out even further. He never would have paid the EDD money that he needed
19 to survive to unsecured creditors if he had not thought that was the only option.

20 17. Plaintiff made two preference payments to Defendant: \$1,315.92 on July 18, 2020 and
21 \$28 on July 31, 2020. Statements and proof of these payments are attached as [**Exhibit A**].

22 18. The threats and pressure that the creditor put on the debtor amount to coercion that
23 makes the transfer involuntary. *In re Reaves*, 8 B.R. 177 (Bankr. D.S.D. 1981).

24 19. Defendant therefore received \$1,343.92 from Plaintiff in July 2020 within 90 days
25 prior to the filing by Plaintiff of his petition for relief under Chapter 7 of the Bankruptcy
26 Code. These were payments to a creditor on account of an antecedent debt owed by the
27 debtor before the transfer was made.

28 20. At the time when \$1,343.92 was paid to Defendant, Plaintiff was insolvent.

1 21. Debtor seeks to recover these funds from Creditors because the money was from his
2 unemployment benefits and he needs the money to support his family because Debtor and his
3 wife are not working because their employers closed from Covid-19.

4 22. Plaintiff's counsel has sent two letters to Defendant demanding the return of the
5 payment of \$1,343.92 received by Defendant. First letter was sent on November 12, 2020.
6 The second letter was sent on December 7, 2020.

7 23. The transfer caused Defendant to receive more than they would have received under
8 Plaintiff's Chapter 7 bankruptcy case because the chapter 7 trustee here recovered a nearly
9 identical preference of \$4,500 from another credit card company and after trustee fees and
10 expenses will disburse about \$2,290.73 to creditors, resulting in a dividend of about 9.396%
11 according to the Trustee's Final Report, Docket 38 in the bankruptcy case. The preference
12 payments allowed Defendants to receive about 100% of the debt owed to them.

13 24. Because the transfers were involuntary on account of coercion here, the Plaintiff will
14 be able to exempt the funds.

15 25. Debtor's interest in funds to be recovered in preference actions were included in
16 Debtor's Schedules A/B and claimed as exempt in Schedule C, under C.C.P. §703.140(b)(5)

17 26. The chapter 7 trustee could have avoided these preference payments.

18 27. The chapter 7 trustee has not attempted to avoid these preference payments and
19 stipulated that he would allow Debtor to pursue and exempt these payments.

20 28. Defendant has not filed a proof of claim in Plaintiff's chapter 7 bankruptcy case.

21 29. The two payments totaling \$1,343.92 are preference payments for and on account of
22 an antecedent debt pursuant to 11 U.S.C. § 547(b).

23 30. Defendant has not responded nor refunded the demanded funds to Plaintiff.

24 **FIRST CAUSE OF ACTION**

25 **AVOIDANCE OF PREFERENCE PAYMENTS**

26 31. The allegations in paragraphs 1 through 20 are re-alleged and incorporated herein by
27 reference.

1 32. The payments in July 2020 from Plaintiff Debtor to Defendant Creditor are
2 preferences within the definition of 11 U.S.C. § 547(b). Debtor is entitled to pursue recovery
3 of the preference under 11 U.S.C. § 522(h) (1) and (2). Section 522 provides that a Debtor
4 can avoid a transfer to the extent that the debtor could have exempted such property under
5 subdivision (g)(1) of this section if the Trustee had avoided such transfer, if the transfer is
6 avoidable by the Trustee, and if the Trustee does not attempt to avoid such transfer.

7 33. Plaintiff respectfully requests that this Court enter an order against Defendant avoiding
8 the two preference payments totaling \$1,343.92 and directing the turnover \$1,343.92 back to
9 Plaintiff.

10 **DEMAND FOR RELIEF**

11 WHEREFORE, the Debtor-Plaintiff, having set forth the claims for relief against the
12 Defendants, respectfully prays for the following:

13 A. That the Court order Defendant to refund \$1,343.92 to Plaintiff; and

14 B. That Plaintiff has and recovers further relief as the Court may deem just and proper.

15
16 Dated: April 19, 2021

/s/ Andrew Christensen

Andrew Christensen

Attorney for Plaintiff

Exhibit A

Macy's Account statement



Questions or lost/stolen card? Call Customer Service 1-866-593-2543

JOSE LAVALOS

Go to macy.com/credit to manage and pay your account online.

Account Number [REDACTED] 1768

Summary of Account Activity

Previous Balance	\$1,288.92
Payments	-\$0.00
Other Credits	-\$0.00
Purchases/Other Debits	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$27.00
New Balance	\$1,315.92
Past Due Amount	\$40.63

Credit Limit	\$1,300.00
Available Credit	\$0.00
Amount Over Credit Limit	\$15.92
Statement Closing Date	06/11/2020
Next Statement Closing Date	07/12/2020
Days in Billing Cycle	30

Payment Information

New Balance	\$1,315.92
Minimum Payment Due	\$81.63
Payment Due Date	July 8, 2020

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	7 years	\$2,626
\$52	3 years	\$1,890 (Savings=\$736)

If you would like information about credit counseling services, call 1-877-337-8188.

You are over your credit limit by \$15.92.

PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE

Page 1 of 4

This Account is issued by Department Stores National Bank.



P.O. BOX 8058
MASON, OH 45040-8058



Please return this slip with payment. Write account number on front of check. You can pay at any Macy's store, online at macy.com/credit, or by mail.

Payments received by mail by 5:00 pm local time at the address shown below will be credited as of the date received.

Use reverse side for address changes.

Account Number: [REDACTED] 1768

Payment Due Date	July 8, 2020
New Balance	\$1,315.92
Minimum Payment Due	\$81.63

Amount Enclosed: \$

Make Check Payable to: Macy's
▼ Mail to address below ▼

Your Statement Enclosed

JOSE LAVALOS
400 20TH ST APT 12
RICHMOND, CA 94801-3292

Macy's
PO BOX 78008
PHOENIX, AZ 85067-8008

Macy's Account statement



Questions or lost/stolen card? Call Customer Service 1-866-593-2543



Go to macys.com/credit to manage and pay your account online.

JOSE L AVALOS

Account Number: [REDACTED]-1768

Summary of Account Activity

Previous Balance	\$1,315.92
Payments	-\$0.00
Other Credits	-\$0.00
Purchases/Other Debits	+\$0.00
Fees Charged	+\$40.00
Interest Charged	+\$28.63
New Balance	\$1,384.55
Past Due Amount	\$81.63

Credit Limit	\$1,300.00
Available Credit	\$0.00
Amount Over Credit Limit	\$84.55
Statement Closing Date	07/12/2020
Next Statement Closing Date	08/12/2020
Days in Billing Cycle	31

Payment Information

New Balance	\$1,384.55
Minimum Payment Due	\$164.26
Payment Due Date	August 8, 2020

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$40.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	7 years	\$2,667
\$55	3 years	\$1,988 (Savings=\$679)

If you would like information about credit counseling services, call 1-877-337-8188.

Reminder: Your account is 2 payments past due

Please make at least your minimum payment today to avoid any additional fees that may apply and bring your account up to date.

To make a payment visit us online or call us at 1-800-545-1256 (TTY: 1-800-281-0820 for hearing and speech impaired services only).

Hours of Operation:

- Monday - Thursday: 8:00 a.m. to Midnight ET
- Friday and Saturday: 8:00 a.m. to 8:00 p.m. ET
- Sunday: 10:00 a.m. to 10:00 p.m. ET

If you're having difficulty making payments, please call the number above. We may be able to help.

This is an attempt to collect a debt and any information obtained will be used for that purpose.



PLEASE SEE IMPORTANT INFORMATION ON REVERSE SIDE.

Page 1 of 4

This Account is Issued by Department Stores National Bank.



P.O. BOX 8058
MASON, OH 45040-8058



Please return this slip with payment. Write account number on front of check. You can pay at any Macy's store, online at macys.com/credit, or by mail.

Payments received by mail by 5:00 pm local time at the address shown below will be credited as of the date received.

Use reverse side for address changes.

Account Number [REDACTED]-1768

Payment Due Date	August 8, 2020
New Balance	\$1,384.55
Minimum Payment Due	\$164.26

Amount Enclosed: \$

Make Check Payable to: Macy's
▼ Mail to address below ▼

Macy's
PO BOX 78008
PHOENIX, AZ 85062-8008

Your Statement Enclosed

JOSE L AVALOS
400 20TH ST APT 12
RICHMOND, CA 94801-3292

Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases, you must pay the New Balance by the payment due date every billing cycle. If you do not, you will not get a grace period until you pay the New Balance for two billing cycles in a row. There is no grace period on excluded promotional balances.

If you have a balance subject to a Special Event promotion and that promotion does not expire before the payment due date, that balance (an "excluded promotional balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance. In addition, if you have a Club Plan balance, that balance (an "excluded promotional balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to Special Event balances first, the Special Event balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, so long as you pay the New Balance (less any excluded promotional balance, plus any separately required payment on an excluded promotional balance) in full by the payment due date each billing cycle.

Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. We use a daily balance method (including current transactions) to calculate interest charges. However, if the letter A appears after the Annual Percentage Rate in the Interest Charge Calculation section, then we use an average daily balance method (including current transactions) to calculate interest charges.

To find out more information about the balance computation method for your account and how the resulting interest charges were determined, contact us at the Customer Service number on the front of this statement.

Other Account and Payment Information.

Payment Amount. You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

When Your Payment Will Be Credited. If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for express mail is shown in the Express Mail section.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- **Enclose** a valid check or money order. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

Document Production Fee. We may charge you a fee of \$3.00 per item if you request copies of previously provided records, such as Statements and sales checks. We will not charge you for documents produced in connection with a Billing Error investigation.

Payment Other Than By Mail.

- **In-Store.** Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds.
- **Online/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.
- **Phone.** Call the number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. You may cancel a phone payment by calling us at the same number within the time period disclosed to you on the phone. There is no fee for making a payment in our stores, by mail, using our automated voice response system, online at the URL on Page 1, or with our online partner at mycheckfree.com.
- **Agent Assisted Phone Payments.** If you call us to make a payment with the assistance of a live agent, the payment will be applied to your account the same day and you will be charged a \$5.00 agent expedited payment fee.

- **Express Mail.** Send payment by express mail to: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.
- **Crediting Payments other than by Mail.** The payment cutoff time for Online bill payments, Phone payments, and Express Mail payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, that we receive your payment request.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

Disputed Amounts. All communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "paid in full," or which you otherwise tender as full satisfaction of a disputed amount, must be sent to us at P.O. Box 8066, Mason, Ohio 45040.

Credit Reporting Disputes. We may report information about your account to credit bureaus. If you think we reported inaccurate information to a credit bureau write us at: Credit Bureau Dispute Verification, P.O. Box 8218, Mason, OH 45040.

Bankruptcy Notices. If you send any notice for bankruptcy purposes relating to this account, you must mail it to the following address: Bankruptcy Processing, P.O. Box 8053, Mason, OH 45040.

Report a Lost or Stolen Card Immediately. Call the Customer Service number shown on page 1 of this statement. For TTY (Telecommunications Device for the Deaf) assistance, call 1-800-281-0820.

What To Do If You Think You Find A Mistake On Your Statement. If you think there is an error on your statement, write to us at: Department Stores National Bank, P.O. Box 8066, Mason, Ohio 45040.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Department Stores National Bank, P.O. Box 8066, Mason, OH 45040.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

MCY/BLM PL DSNB FEB20

ML - 9139-7700-0003 -/A/- S - 21 - N - D - - - - 197707 -/B/- - 0 - X - 97 -/C/- P - B - - 0 - N -/D/- 2 - N - - - -/F/- 0 - - MY8Q - V - D - D - - - - 0520 -/G/- V - - 0 - 0 - - - - 8 -

- CCR1 - N - - 0 - 0 -/E/- 01/13/20 - 04/01/12 - 99 - March 8, 2020 - June 11, 2020

Page 2 of 4

New information? For new address, telephone or email, go to macys.com/credit or enter the new information below. To change your name, please indicate the new name below.

NAME CHANGE		
ADDRESS CHANGE		
CITY	STATE	ZIP
CELL	HOME	
EMAIL		

***Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

****Enter Email Address** If you provide your email address, you authorize 1) the account issuer for this account to contact you about your account and tell you about useful products and services; and 2) Macy's to email you information about receiving promotions, sales, special events and other offers.

Sign up for electronic statements.

It's fast, easy and convenient.
Make the switch today!
Go to macys.com/gopaperless

Macy's
Hilltop Mall
2500 Hilltop Mall Road
Richmond, CA 94806
510-222-3333

12:01 PM 7/18/2020

PAYMENT

Customer Name: JOSE AVALOS
Account: 1768
Macy's

MACY'S STORE ACCOUNT 1315.92
018392 Applied as acct payment

Total Applied 1315.92

Cash 1315.92

Macy's Pay - Use the Macy's
Pay to pay with your Macy's
Pay at participating stores

Minimum due and current balance
amounts do not include payments made
today. Payments made today will be
credited as of today.

Thank you for your payment. For your
convenience you may choose to
receive account statements and make
payments at no charge on-line.

Visit www.macys.com/paybill

How Payments Are Applied:

Federal law contains specific
requirements about how we allocate
payments in excess of your Minimum
Payment Due. As a result, we apply
excess payments to balances being
charged interest before balances
that are not being charged interest.

THANK YOU FOR SHOPPING Macy's

Macy's
Hilltop Mall
2500 Hilltop Mall Road
Richmond, CA 94806
Tel 333

5:08 AM 7/18/2020

Customer Name: JOSE AVALOS
Account: 1768

Macy's Store Account
Last Statement Date: 07/12/2020
Payment Due Date: 08/03/2020
Minimum Payment Due: \$164.26
Statement Balance: \$1384.55
Current Balance: \$1384.55

Minimum due and current balance amounts do not include payment made today. Payments made today will be credited as of today.

Payments made are reflected in the next month's billing statement.

For your convenience, you can choose to receive account statements and make payments at no charge online. Visit www.macys.com/paybill

THANK YOU FOR SHOPPING AT MACY'S!

Help Us Support
Meals on Wheels!

You can help provide food & comfort to seniors & vulnerable communities with a donation today.
MACYS.COM/MACYSGIVES

Macy's
Hilltop Mall
2500 Hilltop Mall Road
Richmond, CA 94806
510-222-3333

[REDACTED] 2:56 PM 7/31/2020

Customer Name: JOSE AVALOS
Account: [REDACTED] 1768

Macy's Store Account
Last Statement Date: 07/12/2020
Payment Due Date: 08/08/2020
Minimum Payment Due: \$0.00
Statement Balance: \$1384.55
Current Balance: \$28.00

Minimum due and current balance amounts do not include payments made today. Payments made today will be credited as of today.

Payments made are reflected in the next month's billing statement.

For your convenience, you may choose to receive account statements and make payments at no charge on-line. Visit www.macys.com/paybill

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Meals on Wheels!

You can help provide food & comfort to seniors & vulnerable communities with a donation today.
MACYS.COM/MACYSGIVES

Macy's
Hilltop Mall
2500 Hilltop Mall Road
Richmond, CA 94806
510-222-3333

[REDACTED] 2:57 PM 7/31/2020

Customer Name: JOSE AYALOS
Account: [REDACTED] 1768

Macy's Store Account
Last Statement Date: 07/12/2020
Payment Due Date: 08/08/2020
Minimum Payment Due: \$0.00
Statement Balance: \$1384.55
Current Balance: \$28.00

Minimum due and current balance
amounts do not include payments made
today. Payments made today will be
credited as of today.

Payments made are reflected in the
next month's billing statement.

For your convenience, you may choose
to receive account statements and
make payments at no charge on-line.
Visit www.macys.com/paybill

THANK YOU FOR SHOPPING AT MACY'S!

Help Us Support
Meals on Wheels!
You can help provide food & comfort
to seniors & vulnerable communities
with a donation today.
MACYS.COM/MACYSGIVES

Macy's
Hilltop Mall
2500 Hilltop Mall Road
Richmond, CA 94806
510-222-3333

[REDACTED] 2:57 PM 7/31/2020

PAYMENT

Customer Name: JOSE AVALOS
Account: [REDACTED] 1768
Macy's

MACY'S STORE ACCOUNT 28.00
031529 Applied as acct payment

Total Applied 28.00

Cash 30.00

Change 2.00

Macy's Pay - Use the Macy's
App to pay with your Macy's
card at participating stores

Minimum due and current balance
amounts do not include payments made
today. Payments made today will be
credited as of today.

Thank you for your payment. For your
convenience you may choose to
receive account statements and make
payments at no charge on-line.

Visit www.macys.com/paybill

How Payments Are Applied:

Federal law contains specific
requirements about how we allocate
payments in excess of your Minimum
Payment Due. As a result, we apply
excess payments to balances being
charged interest before balances
that are not being charged interest.

THANK YOU FOR SHOPPING Macy's

Macy's
Hilltop Mall
2500 Hilltop Mall Road
Richmond, CA 94806
510-222-3333

[REDACTED] 2:59 PM 7/31/2020

Customer Name: JOSE AVALOS
Account: [REDACTED] 1768

Macy's Store Account

Last Statement Date: 07/12/2020
Payment Due Date: 08/08/2020
Minimum Payment Due: \$0.00
Statement Balance: \$1384.55
Current Balance: \$28.00

Minimum due and current balance amounts do not include payments made today. Payments made today will be credited as of today.

Payments made are reflected in the next month's billing statement.

For your convenience, you may choose to receive account statements and make payments at no charge on-line. Visit www.macys.com/paybill

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**Help Us Support
Meals on Wheels!**

You can help provide food & comfort to seniors & vulnerable communities with a donation today.
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